

RESOLUTION NO. 8081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
APPROVING ANNUAL PURCHASE ORDERS FOR THE CITY'S
FACILITIES AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL
YEAR 2020-21

WHEREAS, the Facilities and Community Services Department regularly purchases a variety of supplies and services from to support City operations pursuant to bids for products and services in accordance with the Redlands Municipal Code; and

WHEREAS, for fiscal year 2020-21, to support City operations and in accordance with the City's purchasing policy, the following sole/single source purchase order requests, cooperative purchase orders, and agreements have been prepared for the City Council's consideration and are attached hereto as Exhibits "A," "B," and "C," respectively;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council hereby approves the sole/single source purchase order requests for Fiscal Year 2020-21 with Rush Truck Centers c/o Interstate Billing Services, San Bernardino County Landfill, Ray Gaskin Service Inc., Amrep, and Clean Energy Cryogenics, a subsidiary of Clean Energy.

Section 2. The City Council hereby approves the intergovernmental/piggyback (cooperative) purchase order with Superior Automotive Warehouse c/o Napa Auto Parts for the supply of as-needed auto parts in an amount not to exceed \$121,000.

Section 3. The City Council hereby approves an agreement with AW Associates, Inc., for fuel site Designated Operator, maintenance, and repair services in an amount not to exceed \$64,330 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed \$192,990.

Section 4. The City Council hereby approves an agreement with Bronson Investments, Inc., for the provision of lift equipment maintenance and repair in an amount not to exceed \$116,003.98 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed \$348,011.

Section 5. The City Council hereby approves an agreement with Fairview Ford Sales Inc., for the provision of auto body repair services in an amount not to exceed \$73,880.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed \$221,640.

Section 6. The City Council hereby approves an agreement with On Power Industries for the provision of generator repair service and preventative maintenance in an amount not to

exceed \$30,530 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed \$91,590.

Section 7. The City Council hereby approves an agreement with Quinn Company for the provision of maintenance and service for heavy duty off-road equipment in an amount not to exceed \$204,500 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed \$613,500.

Section 8. The City Council hereby approves an agreement with Wastebuilt Environmental Solutions, LLC for the provision of solid waste refuse collection truck parts in an amount not to exceed \$129,370.10 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed \$388,110.30.

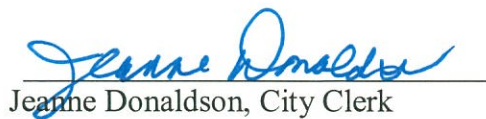
Section 9. The City Council hereby approves the single source purchase orders with Rush Truck Centers c/o Interstate Billing Services, San Bernardino County Landfill, Ray Gaskin Service Inc., Amrep, Clean Energy Cryogenics, a subsidiary of Clean Energy; the cooperative purchase order with Superior Automotive Warehouse c/o Napa Auto Parts; and the agreements/purchase orders with AW Associates, Inc., Bronson Investments, Inc., Fairview Ford Sales, Inc., On Power Industries, Quinn Company, and Wastebuilt Environmental Solutions LLC, are approved.

Section 10. The City Council hereby determines that the approval of the five (5) sole/single source purchase orders, one (1) cooperative purchase order, and six (6) agreements described in this resolution are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

ADOPTED, SIGNED AND APPROVED this 16th day of June, 2020

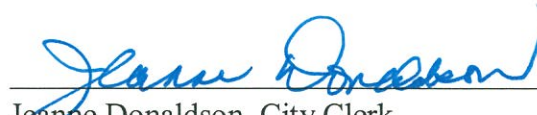

Paul W. Foster, Mayor

ATTEST:


Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 16th day of June, 2020, by the following vote:

AYES: Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES: None
ABSTAIN: None
ABSENT: None



Jeanne Donaldson, City Clerk

Exhibit "A"

Sole/Single Source Purchase Orders

Staff is requesting approval for the annual purchase orders for the following sole/single source vendors for the not-to exceed amounts as described below.

Staff is requesting a single source annual purchase order with Rush Truck Centers c/o Interstate Billing Services. The requested parts are specific to Peterbilt make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Rush Truck Centers is an approved seller and distributor of Peterbilt OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closest vendor is Golden State Peterbilt in Bakersfield, CA, 177 miles away from the corporate yard.

Original Equipment Manufacturer (OEM) Peterbilt Parts

Vendor	Purchase Order Request
Rush Truck Centers c/o Interstate Billing Services	\$60,000

Staff is requesting a single source annual purchase order with the San Bernardino County San Timoteo Canyon Landfill for the disposal of bulky solid waste items. San Timoteo Canyon Landfill is the only landfill within the vicinity licensed to accept bulky items. Bulky items consist of items that have a poor compaction rate such as mattresses, palm fronds, and appliances. By hauling these materials to the San Timoteo Canyon Landfill, the amount entering the City-owned California Street Landfill is minimized, lessening the impact for the usage of available airspace and adding valuable lifespan to the City's landfill. The requested amount of \$121,000 is based on historical expenditures

Collection of Bulky Solid Waste Items

Vendor	Purchase Order Request
San Bernardino County	\$121,000

Staff is requesting a single source annual purchase order with Clean Energy Cryogenics, a subsidiary of Clean Energy to fulfill all scheduled maintenance to include general up-keep and emergency maintenance as needed. Clean Energy Cryogenics will also replace any inoperable pumps, including parts and supplies. Clean Energy Cryogenics is the primary source for technicians, equipment, and supplies to provide services to the City's LNG station. While there are other companies that provide maintenance and repair services, these other companies cannot offer technicians who are experienced with the specific equipment that was installed by Northstar Inc., in 2103. Using another source would cause significant delays in repairs and substantially higher rates for technicians and higher cost for parts, resulting in extended downtime in LCNG sales.

Fuel Island Maintenance Service, and Parts

Vendor	Purchase Order Request
Clean Energy Cryogenics, a subsidiary of Clean Energy	\$90,000

Staff is requesting a single source annual purchase order with Ray Gaskin Service Inc. The requested parts are specific to New Way make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Ray Gaskin Service Inc., is an approved seller and distributor of New Way OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closet vendor is Ruckstell California Sales Co in Fresno, CA, 279 miles away from the corporate yard.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Ray Gaskin Service Inc.	\$200,129.23

Staff is requesting a single source annual purchase order with Amrep. The only manufacturing source and provider of original Amrep bodies and parts are specific to Solid Waste trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Amrep Inc., is an approved manufacturer; their location is in Ontario, CA, 28 miles from the corporate yard.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Amrep	\$100,000

Exhibit "B"
Cooperative Purchase Orders

Staff followed the City's procurement policies in regard to an existing cooperative contract agreement for Public Utility Equipment/Services with Sourcewell (formally the National Joint Powers Alliance or NJPA). By utilizing the Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded in conformance with the City's procurement policies. Agencies can review bid results from more than 50,000 government, education, and nonprofit organizations and draw from the terms and pricing for like units and vehicles.

Staff is recommending the that the City Council approve the Sourcell (NJPA) cooperative purchase order with Napa Auto Parts through the Sourcewell Contract Number 062916-gpc for the supply of as-needed auto parts. The requested annual purchase order in the amount of \$121,000 is based on historical expenditures.

Supply of As-needed Auto Parks

Vendor	Purchase Order Request
Superior Automotive Warehouse c/o Napa Auto Parts	\$121,000

Exhibit "C"
Annual Agreements

AW Associates, Inc.
Bronson Investments, Inc.
Fairview Ford Sales, Inc.
On Power Industries
Quinn Company
Wastebuilt Environmental Solutions, LLC

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of fuel site Designated Operator, maintenance, and repair services ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and AW Associates, Inc., ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 Effective July 1, 2020, City hereby engages Contractor to perform fuel site Designated Operator, maintenance, and repair services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any

Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Sixty Four Thousand Three Hundred Thirty Dollars (\$64,330) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of Sixty Four Thousand Three Hundred Thirty Dollars (\$64,330) for the first Extended Term; and Sixty Four Thousand Three Hundred Thirty Dollars (\$64,330) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Hundred Ninety Two Thousand Nine Hundred Ninety Dollars (\$192,990). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit C "~~B~~," titled "~~Price~~ and Fee Information," which is attached hereto and incorporated herein by reference. ~~FEF~~
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
 City Clerk
 City of Redlands
 35 Cajon Street
 P.O. Box 3005 (mailing)
 Redlands, CA 92373
 jdonadlson@cityofredlands.org
 (909) 798-7531

Contractor
 Kathy Wilkerson, President
 AW Associates, Inc.
 PO Box 2903
 Corona, CA 92878
 Kathy@awassociatescorp.com
 (951) 372-9319
 (951) 346-3133

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

AW ASSOCIATES, INC.

By: 
Paul W. Foster, Mayor

By: _____
Kathy Wilkerson, President

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall provide Designated Underground Storage Tank (UST) Operator Services as well as testing, maintenance and repair services for its UST/AST fuel sites.

Contractor must be a certified California UST System Operator. Services will include 30 Day inspections, annual & triennial testing, compliance management, maintenance, and repairs as required by Federal, State, and Local regulations pertaining to UST and AST.

City Corporate Yard - Hours of Operation:

Monday through Friday open from 6am to 5pm.

LICENSE/CERTIFICATES

Contractor, Contractor's Employees and Contractor's Subcontractors shall provide copies of valid licenses and certificates for testing and repair of Monitoring systems, Tank and Piping systems, Dispensers, and related Equipment, including but not limited to (Veeder Root) Monitoring Equipment, Secondary Containment (SB989), Vapor Recovery, Healy, Contractors License, and HazWoper Certificates for each employee and/or subcontractor and their employees who may be on the job site. These licenses and certificates shall be kept up to date and current during the entire duration of the contract and must be presented upon request by any Federal, State, or Local Official. No Contractor, Contractor's Employees and Contractor Subcontractors shall perform work on Equipment for Sites that require such licenses or certificates without said license/certificate being current and valid.

LIQUIDATED DAMAGES

Uninterrupted fuel provision at City sites is our goal. Time is of the essence. If response by contractor to the site is not within the time stated, contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and those damages for such delay would be impractical or extremely difficult to determine. The parties agree that the sum of \$125 per hour (for Emergency Service calls) for each hour of delay for each situation shall be fixed as liquidated damages (and not as penalty or forfeiture for breach). Liquidated damages shall apply where response is delayed beyond the time stated.

WARRANTY

Contractor shall warrant/guarantee all parts and work done hereunder against; failure due to defective material and/or faulty workmanship from date of acceptance of the work by the City of Redlands for a minimum of one (1) year.

State warranty period for workmanship/labor One (1) year

State warranty period for parts/equipment One (1) year

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc	
PRIMARY CONTACT:	
Contact Name:	Katie Wilkerson
Contact Direct Phone:	(951) 317-7143
Contact Fax:	(951) 346-3133
Contact E-mail:	Katie@awassociatescorp.com

REPAIR & MAINTENANCE

Provide the following information listed below:

Normal Business Hours: 8 A.M. to 5 P.M.

After-hours Phone Number: (951) 313-3934

EMERGENCY SERVICE CALLS

- Response by phone required within thirty (30) minutes and onsite response required within two (2) hours of service call. Liquidated damages shall apply if response by contractor to the site is not within the time started.
- No more than one (1) Service Technician shall be allowed per service call without prior approval from the City.

EXHIBIT "B"

SPECIFICATIONS

Contractor shall have valid Designated UST Operator(s) certification(s). A list of employee names, qualifications including copies of current International Code Council (ICC) certification(s) and expiration dates for persons conducting the Designated UST Operator services shall be provided with the bid. The City would prefer that the Designated Operator is also an ICC Certified UST Service Technician.

The Designated UST Operator shall provide general oversight of the UST program with specific emphasis on regulatory compliance issues. The Designated UST Operator shall fulfill the responsibilities set out in Title 23 of the California Code of Regulation, Chapter 16, Statute §2715 and §2716.

REQUIREMENTS	COMMENTS
1. 30-Day Inspections- Inspections shall include, but not be limited to the following:	
1a. <u>Alarm History</u> - For UST sites monitored with a Veeder Root leak monitoring system, print and review the alarm history for the past month.	
1b. <u>Alarms</u> - Investigate all leak, liquid level, vacuum, brine, communication, and LLD alarms - Determine what caused the alarm and what action was taken in response to the alarm. Confirm that the response was appropriate. For containment-sump liquid alarms that have occurred since the last monthly inspection, review the service call record. If there is no record of a visit by an ICC-certified service technician, visually inspect the containment sump for the presence of liquid or debris.	
1c. <u>Inspect Spill Containment</u> - Check for the presence of liquid or debris in the spill buckets. If liquid is present, determine if the liquid is the result of water intrusion or overfill. If necessary, clean affected spill buckets at time of inspection.	
1e. <u>Sumps</u> - It is the DO's responsibility to open and inspect every sump (including transition sumps) during the monthly inspection. If necessary, clean affected sumps at time of inspection.	

REQUIREMENTS	COMMENTS
1f. <u>Leak Detection Sensors</u> – All leak detection sensors must be redundant and properly placed, meaning each sensor is placed so that it is capable of continuously detecting a leak at the earliest possible opportunity. Sensors in UDCs and sumps must be continuous, tamper-proof, positioned at true vertical and located at the lowest point.	
1g. <u>Test Overfill Alarm</u> - Test the audible and visual overfill alarm on systems, if equipped. Test output relay, if applicable.	
1h. <u>Visual Site Inspection</u> - At fueling sites, visually inspect the hoses, breakaways and nozzles for leaks, or seeping, and check dispensers and card readers for external integrity. If present, inspect aboveground piping and hoses for leaks and seeping. At generator sites, check the day tank, the generator, and all aboveground piping for leaks and seeping. For any deficiencies observed, notify Fuel Operations Program Officer/designee immediately. Tag out affected fueling positions for any hanging hardware issues observed.	
1i. <u>Test and Maintenance Documentation</u> - Review documentation to confirm that all testing, maintenance, and certifications have been conducted within the proper time periods. This includes a review of all California State Water Resources Control Board, California Air Resources Board, South Coast Air Quality Management District and local CUPA requirements.	
1j. <u>Training Verification</u> - Review the Facility Employee Training Log to verify that all Facility Employees have been trained as required.	New employees certified within 30 days of hire.
1k. Compile results of the monthly inspection and suggested corrective action (where applicable) in a typed report (with Veeder Root Alarm History printout) on the Title 23 Appendix VIII form and leave it on site. Also submit an electronic copy of the inspection report and alarm history to the Fleet Superintendent and/or City Representative.	
2. <u>FACILITY EMPLOYEE TRAINING</u> – In accordance with Title 23 of the California Code of Regulation, Chapter 16, Statue §2715, provide annual training to all existing facility employees, and all new facility employees prior to the City employee assuming their duties. Training shall include, but not be limited to the following topics:	
a) Best Management Practices:	

REQUIREMENTS	COMMENTS
i. Record Keeping	
ii. Preventive Maintenance	
iii. Delineation of Responsibility	
iv. Knowing your system and the spill response kit	
iiiv. Compliance with all regulations	
b) The Monitoring System	
i. Explanation of how the system is monitored, is redundant, and is continual.	
ii. The Monitoring Panel and how to respond to an alarm, including, but not limited to the name of a contact person for emergencies and monitoring equipment alarms.	
c) Spills and Overfill Response - Provide training that covers the procedures to follow in the event of an unauthorized release.	
i. Emergency Contacts - Location of posted contacts list.	
ii. Proper Operation of the Fueling System	
d) 3. <u>SITE REPAIR NOTIFICATION</u> - In the event that the Designated UST Operator discovers a sub-standard condition at a UST site or a situation that is non-compliant, the Designated UST Operator shall call the Fleet Superintendent or their representative to initiate a service call to bring the site up to compliance.	In addition to Designated Operator calling Fleet Superintendent, our TMC will email Fleet Superintendent with information & updates on any problems or concerns discovered by D.O.

REQUIREMENTS FOR DESIGNATED UST OPERATOR

Provide a detailed resume of the Contractor's Designated UST Operator(s) that will fulfill this contract.

As a minimum, the vendor's Designated UST Operator(s) shall have:

REQUIREMENTS	
a) A current California UST System Operator Certification.	
b) At least four years of experience as a Designated UST Operator for a major municipality.	
c) Excellent written and oral communication skills.	
d) A detailed knowledge of all CUPA and SCAQMD documentation required for USTs in the City of Redlands.	

REQUIREMENTS	
e) A good working relationship with the local CUPA.	
f) A detailed knowledge of the UST sites:	Contractor will keep a site specific equipment information sheet for each site.
g) Excellent references (four total) - Two municipal customers, one industry professional and one Redlands-area CUPA inspector.	
ADDITIONAL CONSIDERATIONS:	
a) The Designated Operator also has a California UST Service Technician Certification.	

FUEL SITE REPAIR, MAINTENANCE, TESTING AND ALARM RESPONSE

The City requires maintenance of fuel sites that includes furnishing and delivering parts, supplies, and accessories for gasoline and diesel dispensers, UST/AST. Additional miscellaneous items such as pumps, plumbing, tanks, nozzles and monitoring systems may also be requested.

Contractor shall have an adequate supply of replacement parts available on the service trucks. The supplies shall include various Veeder-Root sensors (at least one of each type), Veeder-Root probe cables, spill bucket drain valves (at least one of each type), mechanical line leak detector and hanging hardware for a typical Gasoline and Diesel dispenser. The City lists the current equipment in **appendix A**.

Contractor shall be licensed and/or certified to perform all specific tests, repairs and alarm responses in compliance with all City, State and Federal regulatory agencies and in accordance to Departmental needs. Contractor shall provide proof of certifications at the City's request.

Fixed quotes may be required for projects and/or repairs. Contractor shall notify Fleet Superintendent and/or City Representative for any work that will exceed \$1,000.00.

Contractor shall provide the City with their list of petroleum equipment supply vendors. Written confirmation from the parts vendor shall be provided to the City if the contractor is unable to obtain the parts within 48 hours. Failure to provide written confirmation could result in liquidated damages.

Upon completion of test, Contractor shall submit an electronic copy of the test results and printouts to Fleet Superintendent and the proper regulatory Agency. (Testing and Inspections include but are not limited to the Sites listed on Appendix A.). The contractor is responsible for disposing all waste generated during testing events.

REQUIREMENTS FOR DESIGNATED UST OPERATOR

Contractor, Contractor's Employees and Contractor's Subcontractors shall abide by all of the following requirements:

REQUIREMENTS	
a) Contractor, Contractor's Employees and Contractor's Subcontractors shall wear uniforms with Company Name and Employee Name tag visible and Company Vehicle must be properly marked with Company's Name.	
b) Contractor, Contractor's Employees and Contractor's Subcontractors shall perform all work in accordance to all City, State, and Federal Safety Standards and Regulations. Contractor shall obtain a copy of the City's Safety Policies and Procedures from the City's Risk Management Office.	
c) Upon entering the Job Site, Contractor, Contractor's Employees and Contractor's Subcontractors shall check in with a City Employee (in person or by phone) and document start time on work order. Upon job completion, Contractor shall document time completion and have work order signed by a City Employee.	
d) The Fleet Superintendent will identify the type of service response required when the request for service is initiated:	
d1) EMERGENCY RESPONSE: Phone response with 30 minutes of the initial call. Arrival on site within 2 hours of phone confirmation.	
d2) Non-EMERGENCY RESPONSE: Confirmation of onsite arrival the next business day.	
d3) GENERAL SERVICE REQUEST: Service needs to be completed prior to the next Designated Operator Inspection.	

EXHIBIT "C"
(Fee and Fee Information)

DESIGNATED OPERATOR SERVICES					
Item Num	Item Description	Estimated Quantity (A)	Unit of Measure (B)	Unit Price (C)	Total Amount (D)
Calculation Formula:			(A) x (C) = (D)		
1	30-Day Designated UST Operator Inspection	12	Each	\$ 140.00	\$ 1,680.00
2	Training Per Employee	5	EA	\$ 40.00	\$ 200.00
3	Meetings	12	EA	\$ 200.00	\$ 2,400.00
TESTING SERVICES					
4	Annual AST Inspection	1	LT	\$ 125.00	\$ 125.00
5	Annual Monitor Certification, Spill Bucket and Line Leak Detector Test	3	LT	\$ 500.00	\$ 1,500.00
6	Annual Monitor Certification, Spill Bucket and Line Leak Detector RETEST	3	LT	\$ 350.00	\$ 1,050.00
7	Annual Vapor Recovery Test	3	LT	\$ 650.00	\$ 1,950.00
8	Annual Vapor Recovery Test RETEST	3	LT	\$ 350.00	\$ 1,050.00
9	Secondary Containment Testing	3	LT	\$ 1,300.00	\$ 3,900.00
10	Secondary Containment Testing RETEST	3	LT	\$ 650.00	\$ 1,950.00
MAINTENANCE AND REPAIR SERVICES					
11	Maintenance and Repairs - Same Business Day Labor Rate Straight Time	9	HR	\$ 115.00	\$ 1,035.00
12	Maintenance and Repairs - Same Business Day Labor Rate Over Time	9	HR	\$ 135.00	\$ 1,215.00
13	Maintenance and Repairs - Same Business Day Labor Rate Double Time	9	HR	\$ 150.00	\$ 1,350.00
14	Maintenance and Repairs - Same Business Day Travel	9	HR	\$ 50.00	\$ 450.00
15	Maintenance and Repairs - Next Business Day Labor Rate Straight Time	9	HR	\$ 115.00	\$ 1,035.00
16	Maintenance and Repairs - Next Business Day Labor Rate Over Time	9	HR	\$ 135.00	\$ 1,215.00

17	Maintenance and Repairs - Next Business Day Labor Rate Double Time	9	HR	\$ 150.00	\$ 1,350.00
18	Maintenance and Repairs - Next Business Day Travel	9	HR	\$ 50.00	\$ 450.00
19	Maintenance and Repairs - Emergency Calls - Minimum Time (if any)	2	HR	\$ 125.00	\$ 250.00
20	Maintenance and Repairs - Emergency Call Out charge during regular business hours	9	HR	\$ 125.00	\$ 1,125.00
21	Maintenance and Repairs - Emergency Call Out charge during non-business hours	9	HR	\$ 190.00	\$ 1,710.00
22	Maintenance and Repairs - Emergency Call Travel	2	HR	\$ 62.50	\$ 125.00
23	Alarm Response - Minimum time charge	2	HR	\$ 115.00	\$ 230.00
24	Alarm Response - During regular business hours	9	HR	\$ 115.00	\$ 1,035.00
25	Alarm Response - During non-business hours	9	HR	\$ 150.00	\$ 1,350.00
26	Alarm Response - Travel	2	HR	\$ 50.00	\$ 100.00
SUBTOTAL: (1 - 26)					\$ 29,830.00
		Est'd Net Cost of Parts	Bidder's mark-up percentage (ex: 10%, 15%, 25%)	TOTAL AMOUNT (see Note 1)	
		(A)	(B)	(C)	
					(A) x (B) + (A) = (C)
27	*MISC REPLACEMENT PARTS (page 21)	\$30,000	15%	\$ 34,500.00	
				GRAND TOTAL: (1) THRU (27)	\$ 64,330.00
PARTS (discount on Parts Costs)					
Name of Flat Rate Manual (if applicable):					
Name of Parts Price Sheet (if applicable):					
Note 1: Example of Calculating the Bidder's Total Amount: The estimated net cost of Thirty Thousand Dollars (\$30,000) (A) at a Bidder's mark-up percentage 5% (B), plus the estimated net cost (A), will result in a Total Price of Thirty One Thousand Five Hundred Dollars (\$31,500) (C) ((\$30,000 x 5%) + \$31,500).					
Note 2: The above quantities for labor and parts are estimates used for bid purposes. The Equipment Maintenance Division will not guarantee a minimum of labor and parts for the work.					

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

AW ASSOCIATES, INC.

By: _____

Kathy Wilkerson, President

Date: _____

6/12/2020

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of lift equipment maintenance and repair ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Bronson Investments, Inc., ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 Effective July 1, 2020, City hereby engages Contractor to perform lift equipment maintenance and repair services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any

Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Sixteen Thousand Three Dollars and Ninety-Eight Cents (\$116,003.98) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of One Hundred Sixteen Thousand Three Dollars and Ninety-Eight Cents (\$116,003.98) for the first Extended Term; and One Hundred Sixteen Thousand Three Dollars and Ninety-Eight Cents (\$116,003.98) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Three Hundred Forty Eight Thousand Eleven Dollars and Ninety-Four Cents (\$348,011.94). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
 City Clerk
 City of Redlands
 35 Cajon Street
 P.O. Box 3005 (mailing)
 Redlands, CA 92373
 jdonadlson@cityofredlands.org
 (909) 798-7531

Contractor
 Sheryl Dinnoo, Sales Manager
 Bronson Investments, Inc.
 PO Box
 Redlands, CA 92373
 SherylDinnoo@gmail.com
 (909) 890-5544
 (909) 890-4447 Fax

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

BRONSON INVESTMENTS, INC.

By: 
Sheryl Dinnoo, Sales Manager

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor is to provide accurate replacement parts, safety Inspections, PM Services and Repairs for Rotary Heavy-Duty Vehicle Lift, Benwill aboveground lift, Western inground lifts, Samson grease pumps; hose reels, dispensers, and dispensing equipment, PlymoVent exhaust reels, Electric and Gas Air Compressors, and other associated equipment as needed.

Lifts – Quantity (2) Western Lift INGROUND FORWARD AND AFT (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Inspect hoist pit for any oil and debris.
- Inspect lifts saddles.
- Grease as required.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect and test mechanical safety locks for any wear.
- Inspect lockjaw hinges.
- Inspect lift seals and seal plates.
- Check and adjust chain as needed.
- Clean all debris inside of pit.
- Check the valves for leaks, clean and repair as needed.
- Verify all OSHA required operation and safety labels are in place and legible.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Lifts – Quantity (2) Western 8k (WP2) 2 POST INGROUND (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Inspect lifts saddles and lock pins.
- Grease as required.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect lift seals and seal plates.
- Inspect and test mechanical safety locks for any wear.
- Check the valves for leaks, clean and repair as needed.
- Verify all OSHA required operation and safety labels are in place and legible.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Lifts – Quantity (1) Benwill 7k 2 POST ABOVEGROUND (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Inspect lifts pads, arm locks, and pins.
- Check the lowering speed with a representative vehicle on the lift.
- Lubricate and adjust as needed.
- Complete inspection of electrical wiring and plugs.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect and test mechanical safety locks for any wear.
- Verify all OSHA required operation and safety labels are in place and legible.
- Examine all structural components and welds.
- Examine concrete around columns for stress cracks.
- Check and adjust chain as needed.
- Clean the motor, tank and pump assembly and inspect for leaks.
- Check all fastening devices for tightness including floor anchor bolts.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Lifts – Quantity (1) Rotary 30k 4 POST ABOVEGROUND (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Lubricate and adjust as needed.
- Check the lowering speed with a representative vehicle on the lift.
- Complete inspection of electrical wiring and plugs.
- Verify all OSHA required operation and safety labels are in place and legible.
- Examine all structural components and welds.
- Examine concrete around columns for stress cracks.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect and test mechanical safety locks for any wear.
- Check and adjust cables as needed.
- Check bearings and pulleys for wear.
- Check all fastening devices for tightness including floor anchor bolts.
- Clean the motor, tank and pump assembly and inspect for leaks.
- Check hydraulic operation of rolling jack unit (15k) and inspect for worn and damaged parts.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Samson grease pump, hose reels, and dispensing equipment (Annual inspection and service)

- Hose reels will be completely extended, inspected for hose condition and thoroughly cleaned.
- Hose reels will be inspected for leaks and proper operation
- Hose reel hose spring tension will be inspected, adjusted, or replaced as needed.
- Pumps and dispensers will be tested for proper operation, leaks and fluid (I would take “dispense tracking” out. I don’t believe you have tracking for the dispensers)
- Inspection of shut-off valves and inlet hoses.
- Maintain and provide service reports in data file for equipment monitoring

Exhaust Hose Reels-Quantity (5) PlymoVent (Annual inspection and service)

- Exhaust Hose Reels will be completely extended and retracted.
- Exhaust Hoses will be inspected and checked for leaks and condition.
- Exhaust Hose motor assy. will be inspected, cleaned and checked for proper operation.
- Complete inspection upon completion
- Maintain and provide service reports in data file for equipment monitoring
-

Electric Air Compressors (6) and Tanks (7) (Semiannual inspection and service)

- Drain and replace pump oil.
- Replace air filters.
- Inspect belts.
- Inspect for leaks.
- Clean units.
- Grease motor.

Gas Air Compressors (2) on Service Trucks (Every 3 month inspection and service)

- Drain and replace engine oil.
- Replace air filters.
- Inspect belts.
- Inspect for leaks.
- Clean units.
- Chain spark plug.

Diesel Air Compressors (1) on Landfill Truck (Every 3 month inspection and service)

- Drain and replace engine oil.
- Replace air filter.
- Inspect belts.
- Inspect for leaks.
- Clean unit.

Tire Changer (1) and Balancer (1) (Annual inspection and service)

- Inspect for proper operations and leaks.
- Inspect pressure regulator and oiler, fill as needed.
- Inspect table, jaws, bead breaker, foot pedals, fill hose, and repair or replace as needed.
- Calibrate balancer as needed.

Certify Technicians

- Certify technicians on lifts, tire balancer, and tire changer

Other Associated Equipment AS-Needed (inspect, replace, or purchase)

- Jacks (floor jacks, low profile jacks)
- Fast Pipe
- Tsunami filter with drain kit and filter elements (purchase and install)
- Air compressors / generators (purchase and install)
- Fuel transfer pump (purchase and install)
- Welding for compressors, hose reels, and equipment to be fitted to service trucks
- Grease pump kit and high-pressure grease reel (purchase and install)
- Other equipment as needed.

Lift Models:

- Benwill - TP-7 (2 post 7,000 lb. capacity)
- Rotary - SM300-100 (4 post 30,000 lb. capacity)
- Rotary - FC5710 (rolling jack 15,000 lb. capacity)
- Western - WP2 (2 post inground 8,000 lb. capacity)
- Western - AC 1010 (Forward and Aft inground, 24,000 capacity)
- Western - 10210 (Forward and Aft inground, 36,000 capacity)

Electric, Gas, and Diesel Compressor Models:

- Ingersoll Duplex
- Industrial Air
- Bel-Air
- Champion
- Ingersoll
- Mi-T-M

Tire Changer and Balancer Model:

- Tire Changer – Giuliano Maxi GT
- Balancer - Coats 1000.

EXHIBIT "B"

PRICE AND FEE BID

Lift Equipment Maintenance and Repair

ANNUAL ESTIMATES				
Description Type	Estimated Quantity	Price Per Service	TOTAL AMOUNT	
	(A)	(B)	(C)	
			(A) x (B) = (C)	
1. Electric Compressor Service	12	\$ 225.00 each	\$ 2,700.00	1C
2. Gas Compressor Service	8	\$ 235.50 each	\$ 1,884.00	2C
3. Diesel Compressor Service	4	\$ 350.00 each	\$ 1,400.00	3C
4. Lift Certifications	6	\$ 128.33 each	\$ 769.98	4C
5. Service call truck/charge	50	\$ 135.00 each	\$ 6,750.00	5C
6. Labor Rate	500	\$ 85.00 p/hour	\$ 42,500.00	6C
			Subtotal:	\$ 56,003.98
		Est'd Net Cost of Parts	Bidder's mark-up percentage (ex: 10%, 15%, 25%)	TOTAL AMOUNT (see Note 1)
		(A)	(B)	(C)
			(A) x (B) + (A) = (C)	
11. Parts	\$50,000	20%	\$ 60,000	11C
			GRAND TOTAL: (1C) THRU (11C)	
			\$ 116,003.98	
PARTS (discount on Parts Costs)				
Name of Flat Rate Manual (if applicable): N/A				
Name of Parts Price Sheet (if applicable): City of Redlands – account pricing level 1				
Note 1: Example of Calculating the Bidder's Total Amount: The estimated net cost of Fifty Thousand Dollars (\$50,000) (A) at a Bidder's mark-up percentage 5% (B), plus the estimated net cost (A), will result in a Total Price of Fifty Two Thousand Five Hundred Dollars (\$52,500) (C) $((\$50,000 \times 5\%) + \$52,500)$.				
Note 2: The above quantities for labor and parts are estimates used for bid purposes. The Equipment Maintenance Division will not guarantee a minimum of labor and parts for the work.				

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

BRONSON INVESTMENTS, INC.

By: Sheryl Dinnoo
Sheryl Dinnoo, Sales Manager

Date: 6/4/20

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of auto body repair services ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Fairview Ford Sales Inc., ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 Effective July 1, 2020, City hereby engages Contractor to perform auto body repair services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Seventy Three Thousand Eight Hundred Eighty Dollars (\$73,880) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of Seventy Three Thousand Eight Hundred Eighty Dollars (\$73,880) for the first Extended Term; and Seventy Three Thousand Eight Hundred Eighty Dollars (\$73,880) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Twenty One Thousand Six Hundred Forty Dollars (\$221,640). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

Contractor

Shawn Sommer, Body Shop Manager
Fairview Ford Sales Inc.
P.O. Box 1390
San Bernardino, CA 92410
Bodyshop@fairviewford.com
(909) 884-9261
(909) 884-3775 Fax

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

FAIRVIEW FORD SALES INC.

By: 
Shawn Sommer, Body Shop Manager

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall provide off-site automotive body repair services on an as-needed basis for the City's fleet vehicles. All work must be done per specifications, according to all applicable and acceptable industry standards, of the highest quality workmanship, and completed by the time required.

Minimum Qualifications:

Contractor shall supply copies of their State of California Bureau of Automotive Repair, Hazardous Waste Identification Number, Spray Booth Permit Number, and Aluminum Certification.

Security:

City vehicles, equipment, and materials shall be maintained in a secure storage at all times. This will help prevent theft, and vandalism from occurring.

Materials and Equipment:

Contractor shall only use Original Equipment Manufacturer (OEM) parts unless authorized by Fleet Superintendent, and/or City Representative.

Estimates:

Contractor shall submit a final estimate, which is true and accurate, of the body repair to the Fleet Superintendent, and/or City Representative for consideration and authorization.

Pick-up and delivery:

Contractor shall provide pickup and delivery services as requested to the Equipment Maintenance Corporate Yard, 1270 W. Park Avenue #Bldg. E. Contractor must pick up and drop off, or arrange for pickup and drop off of City vehicles from City Corporate Yard, using shop tow truck or towing subcontractor.

Upon making a request, vehicles are to be picked up by the contractor from the City Corporate Yard within 24 hours of request for repairs. Upon completion of the work, the contractor will have 24 hours to deliver the vehicle to the City Corporate Yard.

In the event that the contractor is unable to make pick up or delivery within 24 hours, or cannot complete the repair for any other reason, Contractor must inform Fleet Superintendent when the order is placed. In such a case, the City reserves the right to procure the service from another contractor.

EXHIBIT "B"
(Price and Fee Bid)

FCS03102020MD Auto Body Repair Services

ANNUAL ESTIMATES					
Labor Type	Estimated Quantity	Price Per Service	TOTAL AMOUNT		
	(A)	(B)	(C)		
			(A) x (B) = (C)		
1. Labor Rate: BODY	100	\$ 45.00 p/hour	\$ 4,500.00	1C	
2. Labor Rate: Heavy-Duty (Class 8 & Above): BODY	100	\$ 65.00 p/hour	\$ 6,500.00	2C	
3. Labor Rate: Mechanical	80	\$ 65.00 p/hour	\$ 5,200.00	3C	
4. Labor Rate: Heavy-Duty (Class 8 & Above): MECHANICAL	60	\$ 80.00 p/hour	\$ 4,800.00	4C	
5. Labor Rate: Frame	40	\$ 65.00 p/hour	\$ 2,000.00	5C	
6. Labor Rate: Paint – Body Paint Work	100	\$ 45.00 p/hour	\$ 4,500.00	6C	
7. Aluminum Labor Rate: BODY	20	\$ 80.00 p/hour	\$ 1,600.00	7C	
8. Paint Materials Rate:	20	\$ 34.00 p/hour	\$ 680.00	8C	
9. Hazardous Material Disposal	100	\$ 15.00 Lot	\$ 1,500.00	9C	
10. Pick-up and delivery charge, per vehicle.	20	\$ 0 Lot	\$ 0	10C	
			Subtotal:	\$ 31,880.00	
		Est'd Net Cost of Parts	Bidder's mark-up percentage (ex: 10%, 15%, 25%)		TOTAL AMOUNT (see Note 1)
		(A)	(B)		(C)
			(A) x (B) + (A) = (C)		
11. Parts	\$35,000	20%	\$ 42,000.00	11C	
			GRAND TOTAL: (1C) THRU (11C)		\$ 73,880.00
PARTS (discount on Parts Costs)					
Name of Flat Rate Manual (if applicable):					
Name of Parts Price Sheet (if applicable):					
Note 1: Example of Calculating the Bidder's Total Amount: The estimated net cost of Thirty-Five Thousand Dollars (\$35,000) (A) at a Bidder's mark-up percentage 5% (B), plus the estimated net cost (A), will result in a Total Price of Thirty Six Thousand Seven Hundred Fifty Dollars (\$36,750) (C) $((\$35,000 \times 5\%) + \$35,000)$.					
Note 2: The above quantities for labor and parts are estimates used for bid purposes. The Equipment Maintenance Division will not guarantee a minimum of labor and parts for the work.					

EXHIBIT "C"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

SS I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

FAIRVIEW FORD SALES INC.

By: Shawn Sommer
Shawn Sommer, Body Shop Manager

Date: 6/3/20

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of generator repair service and preventative maintenance ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and On Power Industries ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 Effective July 1, 2020, City hereby engages Contractor to perform generator repair service and preventative maintenance services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any

Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Thirty Thousand Five Hundred Thirty Dollars (\$30,530) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of Thirty Thousand Five Hundred Thirty Dollars (\$30,530) for the first Extended Term; and Thirty Thousand Five Hundred Thirty Dollars (\$30,530) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Ninety One Thousand Five Hundred Ninety Dollars (\$91,590). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
 City Clerk
 City of Redlands
 35 Cajon Street
 P.O. Box 3005 (mailing)
 Redlands, CA 92373
 jdonadlson@cityofredlands.org
 (909) 798-7531

Contractor
 Andrew Clapp, Owner
 On Power Industries
 1451 Road Runner Drive
 Corona, CA 92881
 Andrew@onpowerindustries.com
 (951) 395-0408

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
- (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
- (iii) authorize City to enter into, modify or renew a contract;
- (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

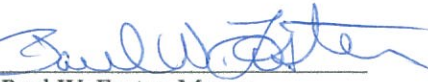
8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

NPS-2.1 (2/26/20)

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

ON POWER INDUSTRIES

By: 
Andrew Clapp, Owner

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

These services include but are not limited to performing complete mechanical and electrical repairs, PM A, PM B, 2 hr. load bank testing, and after hours emergency response repair services.

PM SERVICES SCOPE OF WORK

***PM A Service will include:**

- Check air filters
- Check condition of hoses, clamps, lines & fittings
- Check & adjust belts
- Load test batteries & check condition of cables and chargers
- Check block heater
- Check level and condition of coolant
- Check for oil/coolant leaks
- Check for worn or damaged components
- Check operation of control panel
- Check ATS control panel for alarms
- Check operation of engine & generator
- Check for active fault codes, warning lights
- Grease fan hub if needed
- Grease generator bearing (If needed)
- Take fuel samples from tanks
- Advise City of all additional needed repairs

***PM B Service will include:**

- Check air filters
- Check condition of hoses, clamps, lines & fittings
- Check & adjust belts
- Load test batteries
- Check condition of battery cables and charger
- Check engine block heater
- Check level and freeze protection level of coolant
- Check for fluid leaks
- Check for worn or damaged components
- Check for operation of control panel
- Check ATS control panel for alarms
- Check operation of engine & generator
- Check for active fault codes and warning lights
- Grease fan hub (If needed)
- Grease generator bearing (If needed)
- Change engine oil
- Change oil filter(s)
- Change fuel filter(s)
- Change fuel/water separator (If applicable)
- Change coolant filter (If applicable)

- Take oil and coolant samples for laboratory analysis
- Take fuel samples from tanks to check for debris
- Advise City of all additional needed repairs

2 hour Load Bank Test Procedure will include:

- Travel to and from site
- Transport load bank and cables
- Test generator using resistive load bank at 25% of nameplate rating for 30 minutes, followed by 50% of nameplate rating for 30 minutes, followed by 75% of nameplate rating for 60 minutes, for a total of 2 continuous hours.

After hours emergency response:

- Repairs to stationary generators due to failures preventing start up, not generating power, and failure to switch over to building
- Call back response in 1 hour or less
- On-site within 3 hours
- After proposers normal weekday hours
- All hours on weekends (Friday – Sunday)
- All hours over holidays

EXHIBIT "B"
(Price and Fee Bid)

					On Power Industries
LOCATION(S)		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
1	Crafton College (trailer) 11711 San Canyon Rd.	300 KW Generator	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 625.00
			2 hr. load bank	2 hrs. Once a year	\$ 525.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 1 subtotal		\$ 1,460.00
LOCATION(S)		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
2	Fire Station #1 525 E. Citrus	84KW Generator 225 AMP ATS	PM-A Minor	Once a year	\$ 450.00
			PM-B Major	Once a year	\$ 870.00
3	Fire Station #2 1716 Garden St.		2 hr. load bank	2 hrs. Once a year	\$ 790.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 170.00
			Locations 2 & 3 Subtotal: (totals x 2 locations)		\$ 2,280.00
LOCATION(S)		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
4	Fire Station #3 10 W. Pennsylvania	15KW Generator 105 AMP ATS	PM-A Minor	Once a year	\$ 450.00
			PM-B Major	Once a year	\$ 770.00
5	Fire Station #4 1270 W. Park Ave.		2 hr. load bank	2 hrs. Once a year	\$ 610.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 170.00
			Locations 4 & 5 Subtotal: (totals x 2 locations)		\$ 2,000.00

LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
6	Henry Tate Water 3050 Mill Creek	325 KW Generator 150 AMP ATS	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 700.00
			2 hr. load bank	2 hrs. Once a year	\$ 750.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 6 Subtotal:		\$ 1,760.00
LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
7	Highland Water Co. 955 Parkford Dr.	400 KW Generator 600 AMP ATS	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 700.00
			2 hr. load bank	2 hrs. Once a year	\$ 750.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 7 Subtotal:		\$ 1,760.00
LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
8	Hinkley Water Treatment 1604 Crafton Ave.	200 KW Generator ATS	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 585.00
			2 hr. load bank	2 hrs. Once a year	\$ 525.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 8 Subtotal:		\$ 1,420.00
LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
9	Police Station Bldg. #C 1270 W. Park Ave.	100 KW Generator 400 AMP ATS	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 525.00
			2 hr. load bank	2 hrs. Once a year	\$ 425.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00

			Location 9 Subtotal:		\$ 1,260.00
LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
10	City Corporate Yard 1270 W. Park Ave.	125 KW Generator	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 525.00
			2 hr. load bank	2 hrs. Once a year	\$ 425.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 10 Subtotal:		\$ 1,260.00
LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
11	City Corporate Yard Fuel Island 1270 W. Park Ave.	75 KW Generator 30 AMP ATS	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 475.00
			2 hr. load bank	2 hrs. Once a year	\$ 425.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 11 Subtotal:		\$ 1,210.00
LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
12	Waste Water Treatment Plant (trailer) 1950 Nevada St.	450 KW Generator 450 KW Generator 450 KW Generator	PM-A Minor	Once a year	\$ 675.00
			PM-B Major	Once a year	\$ 2,295.00
			2 hr. load bank	2 hrs. Once a year	\$ 1,980.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 255.00
			Location 12 Subtotal: (totals x 3 generators)		\$ 5,205.00
LOCATION		EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
13	Waste Water Treatment Plant (trailer) 1950 Nevada	1100 KW Generator	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 1,380.00
			2 hr. load bank	2 hrs. Once a year	\$ 1,260.00

	St.		Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 13 Subtotal:		\$ 2,950.00
	LOCATION	EQUIP DESCRIPTION	TYPE OF SERVICE	SERVICE INTERVAL	TOTAL
14	Data Center 1270 W. Park Ave	125 KW Generator	PM-A Minor	Once a year	\$ 225.00
			PM-B Major	Once a year	\$ 485.00
			2 hr. load bank	2 hrs. Once a year	\$ 485.00
			Fuel Tank Dipping /Samples	Twice a year	\$ 85.00
			Location 14 Subtotal:		\$ 1,280.00
	ADDITIVES		SERVICE INTERVAL	ESTIMATED QTY	TOTAL
15	Rental rate for generator 75.0 DYB-15R (include delivery & hookup fee) per week		Weekly Rental	One Week	\$ 985.00
16	Emergency call out rate		Hourly Rate	20 hrs. per year	\$ 2,100.00
				(hourly rate x 20)	
17	Replacement parts: Bid on your parts mark-up percentage (i.e. 5%, 10 %...). Example of calculating the bidder's total amount: If a bidder's mark-up is 5% the total price of \$3,150 will be placed in the "total" column. Example: (\$3,000 x 5% = \$150 + \$3,000 = \$3,150)			\$3,000 p/year	\$ 3,600.00
			Additives #15, #16 & #17 Subtotal:		\$ 6,685.00
				Grand Total (add Subtotals #1 to #17)	\$ 30,530.00

NPS-2.1 (2/26/20)

EXHIBIT "C"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

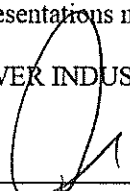
CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

ON POWER INDUSTRIES

By:  _____
Andrew Clapp, Owner

Date: 6-11-20

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of maintenance and service for heavy duty off-road equipment ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Quinn Company ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 Effective July 1, 2020, City hereby engages Contractor to perform maintenance and service for heavy duty off-road equipment services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any

Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Four Thousand Five Hundred Dollars (\$204,500) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of Two Hundred Four Thousand Five Hundred Dollars (\$204,500) for the first Extended Term; and Two Hundred Four Thousand Five Hundred Dollars (\$204,500) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Six Hundred Thirteen Thousand Five Hundred Dollars (\$613,500). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

Contractor

Scott Ashley, PSSR
Quinn Company
800 E. La Cadena
Riverside, CA 92507
Scott.Ashley@quinncompany.com
(951) 686-4560
(951) 276-8327 Fax

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

QUINN COMPANY

By: 
Scott Ashley, PSSR

ATTEST:

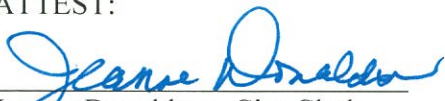

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractors shall perform preventative maintenance and repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other repairs normal and customary for routine repair of a commercial heavy duty off-road fleet.

- Ability to have a turnaround time of two (2) business days for PM services and routine repair as a result of the PM Service. Otherwise approved by Fleet Supervisor.
- The technician must include observations and explanations for any further needed repairs and must seek approval by the Fleet Supervisor before repairs are made.
- Original Equipment Manufacturer (OEM) parts must be used.
- Work collaboratively with staff to meet the following key components of the vehicle maintenance program:
 - Comprehensive, preventative maintenance schedule.
 - Full utilization of standard warranty coverage
 - Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and down time.
 - A preventative Maintenance Service checklist shall be completed by the technician and attached to the invoice submitted to the City for every vehicle serviced.

PM SERVICE - OFF-ROAD HEAVY EQUIPMENT (CATERPILLAR)

INSPECTION CHECK LIST

Every 250 Service Hours or Monthly

- Axle universal joint (rear)
- Cooling system coolant additive (DEAC)
- Differential oil level (front)
- Differential oil level (rear)
- Engine oil and filter
- Extendable stick
- Final drive oil level (front)
- Final drive oil level (rear)
- Kingpin bearings (rear)
- Sideshift stabilizer wear pads
- V-belts

Every 500 service hours or 3 months for machines used in severe applications

- Differential oil (rear)

Every 1000 service hours or 6 months

- Differential oil (front)
- Differential oil (rear)
- Engine valve lash
- Final drive oil (front)
- Final drive oil (rear)
- Rollover protective structure (ROPS)
- Transmission magnetic screen
- Transmission oil
- Wheel bearings (front)

Every 2000 service hours or 1 year

- Engine valve lash
- Hydraulic system oil

Every 3000 service hours or 2 years

- Cooling system coolant (DEAC)
- Cooling system coolant extender
- Cooling system water temperature regulator

Every 6000 service hours or 4 years

- Cooling system coolant (ELC)

EXHIBIT "B"
(Price and Fee Bid)

Maintenance and Service for Heavy Duty Off-Road Equipment

ANNUAL ESTIMATES					
Description Type	Estimated Quantity	Price Per Service	TOTAL AMOUNT		
	(A)	(B)	(C)		
			(A) x (B) = (C)		
1. PM Hourly Rate	200	\$ 165.00 p/hour	\$ 33,000.00	1C	
2. Standard Repair Hourly Rate	200	\$ 140.00 p/hour	\$ 28,000.00	2C	
3. Overtime Hourly Rate	80	\$ 225.00 p/hour	\$ 18,000.00	3C	
4. Field Labor Rate	80	\$ 165.00 p/hour	\$ 13,200.00	4C	
5. Emergency Call Hourly Rate	40	\$ 225.00 p/hour	\$ 9,000.00	5C	
6. Fabrication Hourly Rate	20	\$ 165.00 p/hour	\$ 3,300.00	6C	
		Subtotal:	\$ 104,500.00		
		Est'd Net Cost of Parts	Bidder's mark-up percentage (ex: 10%, 15%, 25%)		TOTAL AMOUNT (see Note 1)
		(A)	(B)		(C)
				(A) x (B) + (A) = (C)	
7. Parts	\$100,000	0%	\$ 100,000.00	7C	
		GRAND TOTAL: (1C) THRU (7C)		\$ 204,500.00	
PARTS (discount on Parts Costs)					
Name of Flat Rate Manual (if applicable): N/A					
Name of Parts Price Sheet (if applicable): N/A					
Note 1: Example of Calculating the Bidder's Total Amount: The estimated net cost of One Hundred Thousand Dollars (\$100,000) (A) at a Bidder's mark-up percentage 5% (B), plus the estimated net cost (A), will result in a Total Price of One Hundred Five Thousand Dollars (\$105,000) (C) $((\$100,000 \times 5\%) + \$105,000)$.					
Note 2: The above quantities for labor and parts are estimates used for bid purposes. The Equipment Maintenance Division will not guarantee a minimum of labor and parts for the work.					

EXHIBIT "C"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

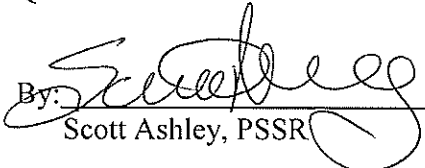
CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

QUINN COMPANY

By: 
Scott Ashley, PSSR

Date: 6-11-20

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of solid waste refuse collection truck parts ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Wastebuilt Environmental Solutions, LLC ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 Effective July 1, 2020, City hereby engages Contractor to perform solid waste refuse collection truck parts services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any

Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Twenty Nine Thousand Three Hundred Seventy Dollars and Ten Cents (\$129,370.10) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of One Hundred Twenty Nine Thousand Three Hundred Seventy Dollars and Ten Cents (\$129,370.10) for the first Extended Term; and One Hundred Twenty Nine Thousand Three Hundred Seventy Dollars and Ten Cents (\$129,370.10) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Three Hundred Eighty Eight Thousand One Hundred Ten Dollars and Thirty Cents (\$388,110.30). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

Contractor
Matt Enes, Regional Operations Manager
Wastebuilt Environmental Solutions, LLC
2755 E. Philadelphia Street
Ontario, CA 91764
Menes@wastebuilt.com
(909) 591-9597
(909) 590-7052

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

WASTEBUILT ENVIRONMENTAL
SOLUTIONS, LLC

By: 
Paul W. Foster, Mayor

By: _____
Matt Enes, Regional Operations
Manager

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall supply Solid Waste Refuse Collection Truck Parts.

Ordering and Delivering:

- Contractor must have the ability to inventory and/or source parts on short notice, often with same day or next day required delivery times. If contractor is unable to meet the required delivery date/time the Fleet Superintendent and/or City Representative must be made aware. Otherwise the City may choose to utilize another contractor.
- Contractor must be within 25 miles from City of Redlands Corporate yard located at: **1270 W. Park Avenue, Redlands, CA 92373.**

Warranty:

- Any suppliers or manufacturers standard warranty coverage must be extended to the City of Redlands.

EXHIBIT "B"

PRICE AND FEE BID
SOLID WASTE REFUSE COLLECTION TRUCK PARTS
A. BASE BID – SOLID WASTE REFUSE COLLECTION TRUCK PARTS

Item No.	Brief Description	*A Quantity	*B Unit Price	*C Total Price in Figures
A1	545-436-008 - Seal Kit Valve Section (Mfg. Wayne)	25	\$7.69/EA	\$192.25
A2	32524-02-AB – Wire Harness Arm To Prox CT (Mfg. Wayne)	20	\$99.76/SF	\$1,995.20
A3	341-012-024 – Converter 12V to 24V (Mfg. Wayne)	25	\$200.36/SF	\$5,009.00
A4	545-436-006 – Air Actuator (Mfg. Wayne)	50	\$195.98/EA	\$9,799.00
A5	32228-02-OB – Harness Arm (Mfg. Wayne)	20	\$533.99/EA	\$10,679.80
A6	341-002-016 – Terminal Remote Output 24V160 (Mfg. Wayne)	20	\$745.21/EA	\$14,904.20
A7	341-001-016 – Remote Terminal (Mfg. Wayne)	20	\$486.00/EA	\$9,720.00
A8	32145-02-AD – Lower Arm Weldment 62-1/4 (Mfg. Wayne)	15	\$4304.03/EA	\$64,560.45
A9	485-018-000 – Washer (Mfg. Wayne)	100	\$1.90/EA	\$190.00
A10	32158-00-OA – Tie Plate (Mfg. Wayne)	50	\$80.71/EA	\$4,035.50
A11	445-024-009 – Castle Nut (Mfg. Wayne)	50	\$8.82/EA	\$441.00
A12	109-032-000 – Cone Bearing (Mfg. Wayne)	100	\$14.56/EA	\$1,456.00
A13	P254 – Linkage Double Top (Mfg. Heil)	50	\$73.45/EA	\$3,672.50
A14	P257 – Pin (Mfg. Heil)	10	\$13.82/EA	\$138.20
A15	031-6375-004 – Solenoid Valve NO COIL (Mfg. Heil)	10	\$110.00/EA	\$1,100.00
A16	014-1847 – Rubber Pad (Mfg. Heil)	20	\$10.63/EA	\$212.60
A17	022-3872 – Shaft Seal 2 ½ IN (Mfg. Heil)	20	\$9.52/EA	\$190.40
A18	040-2664 – Collar (Mfg. Heil)	10	\$60.50/EA	\$605.00

A19	P253 – Linkage Double Bottom (Mfg. Heil)	10	\$46.90/EA	\$469.00
*"A" x "B" = "C" TOTAL BID PRICE:				\$129,370.10

EXHIBIT "C"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

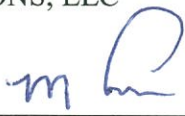
CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

WASTEBUILT ENVIRONMENTAL
SOLUTIONS, LLC

By: 
Matt Enes, Regional Operations Manager

Date: 6/4/20